State: Arkansas Filing Company: Athene Annuity & Life Assurance Company

TOI/Sub-TOI: A05I Individual Annuities - Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable

Product Name: Single Premium Immediate Annuity

Project Name/Number: /

## Filing at a Glance

Company: Athene Annuity & Life Assurance Company

Product Name: Single Premium Immediate Annuity

State: Arkansas

TOI: A05I Individual Annuities- Immediate Non-Variable

Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Filing Type: Form

Date Submitted: 09/18/2012

SERFF Tr Num: LBLI-128686023

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed

Co Tr Num: SPIA-C

Implementation

Date Requested:

Author(s): Jennifer Brett

Reviewer(s): Linda Bird (primary)

Disposition Date: 09/24/2012

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: Athene Annuity & Life Assurance Company

TOI/Sub-TOI: A05I Individual Annuities - Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable

**Product Name:** Single Premium Immediate Annuity

Project Name/Number: /

### **General Information**

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Overall Rate Impact: Filing Status Changed: 09/24/2012 State Status Changed: 09/24/2012

Deemer Date: Created By: Jennifer Brett

Submitted By: Jennifer Brett Corresponding Filing Tracking Number:

Filing Description:

ATHENE ANNUITY & LIFE ASSURANCE COMPANY

NAIC # 61492, FEIN # 44-0188050

SPIA-C Single Premium Immediate Annuity SPIA-APPAR Individual Annuity Application

The enclosed forms referenced above are being submitted for your review and approval. These forms are new and will not replace any previously-approved forms on file. The forms are in final format.

Contract SPIA-C is a single premium immediate annuity. The issue ages are 1-85. The contract will be purchased with a single, lump-sum premium payment and provides an income that is paid periodically and is guaranteed for the life of the Annuitant and/or for a specified period of time. There is no cash surrender value.

The contract will be offered both as a non-qualified annuity and as a tax-qualified plan.

These contracts will be marketed through Athene's current distribution system of independent agents.

Payment Options will be offered as Specified Period; Income for Life; Income for Life with Specified Period; Income for Life with Cash Refund; Income for Life with Installment Refund; Joint and Survivor Income for Life; and Joint and Reduced Survivor Income for Life (death of one Annuitant or Specified Annuitant).

Application SPIA-APPAR will be used in applying for this product and may be used with similar products approved in the future. Currently this application will only be used in paper format.

The required actuarial memorandum is attached. Also attached is a Statement of Variability for the bracketed areas of the contract and application.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or require additional information, please feel free to contact me directly at (864) 609-1334. Thank you for your time and consideration of these forms.

## **Company and Contact**

State: Arkansas Filing Company: Athene Annuity & Life Assurance Company

TOI/Sub-TOI: A05I Individual Annuities - Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable

Product Name: Single Premium Immediate Annuity

Project Name/Number: /

**Filing Contact Information** 

Jennifer Brett, Compliance Analyst II jbrett@athene.com
2000 Wade Hampton Blvd 864-609-1334 [Phone]
Greenville, SC 29615 864-609-1039 [FAX]

**Filing Company Information** 

Athene Annuity & Life Assurance CoCode: 61492 State of Domicile: Delaware

Company Group Code: 4734 Company Type: 2000 Wade Hampton Blvd Group Name: State ID Number:

Greenville, SC 29602 FEIN Number: 44-0188050

(864) 609-1334 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? Yes

Fee Explanation: 2 forms @ \$50/form = \$100.00 (DE is our state of domicile)

Per Company: No

CompanyAmountDate ProcessedTransaction #Athene Annuity & Life Assurance Company\$100.0009/18/201262777863

State: Arkansas Filing Company: Athene Annuity & Life Assurance Company

**TOI/Sub-TOI:** A05I Individual Annuities - Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable

**Product Name:** Single Premium Immediate Annuity

Project Name/Number: /

## **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/24/2012	09/24/2012

State: Arkansas Filing Company: Athene Annuity & Life Assurance Company

TOI/Sub-TOI: A05I Individual Annuities - Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable

**Product Name:** Single Premium Immediate Annuity

Project Name/Number: /

## **Disposition**

Disposition Date: 09/24/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Single Premium Immediate Annuity		Yes
Form	Individual Annuity Application		Yes

State: Arkansas Filing Company: Athene Annuity & Life Assurance Company

**TOI/Sub-TOI:** A05I Individual Annuities - Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable

Product Name: Single Premium Immediate Annuity

Project Name/Number: /

### Form Schedule

Lead F	Lead Form Number:						
Item Schedule Item Form Form Action/ Readability							
No.	Status	Number	Туре	Name	Action Specific Data	Score	Attachments
1		SPIA-C	POL	Single Premium Immediate Annuity	Initial:	59.800	SPIA-C.pdf
2		SPIA-APPAR	AEF	Individual Annuity Application	Initial:	52.200	SPIA-APPAR.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
ОТН	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



Athene Annuity & Life Assurance Company

Service Center: [P.O. Box 725449, Atlanta, GA 31139]

Call [1-866-690-1992] for assistance, questions, or assistance in resolving complaints.

**ATHENE ANNUITY & LIFE ASSURANCE COMPANY** (referred to in this Contract as We, Us, and Our) will, if this Contract is in force, make Annuity Payments as described in this Contract beginning on the Payment Start Date. We will also provide other rights and benefits under the terms of this Contract.

This Contract is issued in consideration of the attached application and Single Premium Payment shown on the Contract Schedule.

**31 Day Free Look Period.** Please examine Your Contract. Within 31 days after delivery, You can return it to Us, or to the representative from whom it was purchased, with a written request for a full refund of premium, less any Annuity Payments made. Upon such request, this Contract will be void from the Contract Date.

Executed by Us on the Contract Date.

[John L. Golden] Secretary [Guy H. Smith, III] President

They Schnitt II

THIS IS A LEGAL CONTRACT, PLEASE READ IT CAREFULLY.

## **TABLE OF CONTENTS**

Contract Schedule	. 3
General Definitions	. 4
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Premium and Annuity Payments Provision	F

### **CONTRACT SCHEDULE**

OWNER: [JOHN DOE] [JOINT OWNER: [JANE DOE]]

ANNUITANT: [JOHN DOE]
ANNUITANT'S AGE/GENDER AT ISSUE: [60]/[M]
[JOINT ANNUITANT: [JANE DOE]
JOINT ANNUITANT'S AGE/GENDER AT ISSUE: [60]/[F]]

CONTRACT NUMBER: [1234567]
CONTRACT DATE: [APRIL 1, 2012]
SINGLE PREMIUM PAYMENT: \$[100,000]

PLAN TYPE: [NON-QUALIFIED]

PAYEE: AS STATED ON THE APPLICATION UNLESS CHANGED BY YOU.

BENEFICIARY: AS STATED ON THE APPLICATION UNLESS CHANGED BY YOU.

ANNUITY PAYMENTS WILL BE MADE AS FOLLOWS:

PAYMENT AMOUNT: \$[XXXXX.XX]

PAYMENT OPTION: [SPECIFIED PERIOD]

PAYMENT START DATE: [MM/DD/YYYY]
PAYMENT FREQUENCY: [MONTHLY]

NUMBER OF GUARANTEED PAYMENTS: [XXXX]

Annuity Payments will be made to the Payee beginning on the Payment Start Date and will continue as long as the Annuitant and Joint Annuitant, if named, is/are alive, until the Number of Guaranteed Payments has been made. If the Annuitant and Joint Annuitant, if named, die, before the Number of Guaranteed Payments has been made, we will pay the remaining Number of Guaranteed Payments to the Beneficiary.

We may require proof of an Annuitant's continued survival, but not more than once in any twelve month period.

JURISDICTION OF ISSUE: [HOME STATE]
INSURANCE DEPARTMENT TELEPHONE: [1-123-456-7890]

ENDORSEMENTS (if applicable): [Name of Endorsement]

SERVICE CENTER: [P.O. Box 725449

Atlanta, GA 31139

Phone: (866) 690-1992]

### **GENERAL DEFINITIONS**

**Age** means an Annuitant's age on the Contract Date or the most recent Contract Anniversary. In the case of Joint Annuitant's, Age means the Age of the older of the Joint Annuitants.

Annuitant means the person whose Age and gender may be used in determining the amount of Annuity Payments and upon whose continuation of life any Payment Options involving life contingencies depends, and who is named on the Contract Schedule. The Annuitant cannot be changed after the Contract Date.

Annuity Payments means the series of periodic payments that are scheduled to begin on the Payment Start Date. The Payment Amount is shown on the Contract Schedule.

**Beneficiary(ies)** is as shown in the application unless later changed as provided in this Contract. We may rely on the affidavit of any responsible person to determine the identity or nonexistence of Beneficiaries not identified by name.

**Contract Anniversary** means a calendar year anniversary from the Contract Date.

**Contract Date** is the date shown on the Contract Schedule and is the date this Contract became effective. Contract Anniversaries are measured from this date.

Joint Annuitant means the person whose Age and gender may be used in determining the amount of Annuity Payments and upon whose continuation of life any Payment Options involving joint life contingencies depend, and who is named on the Contract Schedule. The Joint Annuitant cannot be changed after the Contract Date.

Joint Owner means the person named as Joint Owner in the Application, unless later changed as provided in this Contract. Joint Owners have equal ownership rights and must both authorize any exercise of those ownership rights unless otherwise allowed by Us.

Payment Start Date is shown on the Contract Schedule and is the date of the first Annuity Payment. Subsequent Annuity Payments are made at the payment amount and frequency shown on the Contract Schedule.

**Payment Option** means the Payment Option indicated on the application and shown on the Contract Schedule.

**Payment Frequency** means the frequency at which Annuity Payments will be made. The Payment Frequency is shown on the Contract Schedule.

Owner means the person named as Owner in the application, unless later changed as provided in this Contract. The Annuitant is the Owner if no other person is named. If Joint Owners are named, all references to Owner shall mean the Joint Owners.

Payee is the individual or entity that is named in the application, unless later changed as provided in this Contract, and designated to receive Annuity Payments during the lifetime of the Annuitant and, if applicable, the Joint Annuitant. The Payee's rights within this Contract are limited to what is authorized by the Owner. If a Payee is not designated or a designated Payee predeceases the Owner, the Owner will be the Payee.

Service Center means the office indicated on the Contract cover page. Notices, requests, and the Premium Payment must be sent to the Service Center. All sums payable to Us under the Contract are payable only at the Service Center.

**We, Us, and Our** means Athene Annuity & Life Assurance Company.

You, Your, Yours means the Owner.

### **GENERAL PROVISIONS**

Assignment - You may assign the benefits, if any, under the Contract as permitted by law. An assignment is a transfer of some or all of Your rights under this Contract. The assignment must be in writing and must be filed at our Service Center. Unless specified by You, the assignment becomes effective on the date it is signed. We will not be responsible for the legal effect of any assignment or for any payments We make or for other action taken prior to receiving the assignment.

**Entire Contract** - The Entire Contract between You and Us consists of this Contract, the application, and any endorsements, riders or amendments. All statements made by the applicant shall, in the absence of fraud, be deemed representations and not warranties.

**Incontestability** - We will not contest this Contract from the Contract Date, except for fraud and as provided in the Misstatement of Age or Gender provision.

Misstatement of Age or Gender - We may require proof of the Age or gender of any Annuitant before making any Annuity Payment or death benefit payment. If the Age or gender has been misstated, We will compute the amount payable based on the correct information. If any payments have begun, any underpayment that may have been made will be paid in full with the next Annuity Payment. Any overpayments, unless repaid to Us in one sum, will be deducted from future Annuity Payments until We are repaid in full. In calculating the amount of underpayment or overpayment, interest will be included at the interest rate used in calculating the Annuity Payments, but will not exceed 6%.

Modifications and Authority - No agent has authority to change this Contract or waive any of its provisions. Any change in this Contract must be authorized by Our President, Vice President, Secretary or Assistant Secretary. All changes must be made in writing and endorsed by an authorized person.

**Non-participation in Surplus** - We will not pay any dividends on this Contract. This Contract does not share in Our surplus.

Proof of Survival or Death - We may require, with respect to any Annuitant, Joint Annuitant, Owner, Joint Owner, or Payee, proof of survival or death. However, we will not require such proof more often than once in any twelve month period. We will not act on Contract provisions that require such documentation until it is received at our Service Center in a form satisfactory to us.

Compliance with I.R.C. Section 72 - In the event of any conflict between Section 72 of the Internal Revenue Code and the terms of this Contract, that section will govern so as to maintain the treatment of the Contract as an Annuity Contract under the Internal Revenue Code.

**Termination** - This Contract terminates when all Annuity Payments as described on the Contract Schedule have been made.

### PREMIUM AND ANNUITY PAYMENTS PROVISION

Payment of Premium - The Single Premium Payment, shown on the Contract Schedule, is the consideration for this Contract. This Single Premium must be paid on or before the Contract Date to Us at our Service Center. No additional premium payments will be accepted.

Annuity Payments - All Annuity Payments to be paid under this Contract are shown on the Contract Schedule. Annuity Payments paid under this Contract are, to the extent permitted by law, not subject to the claims of creditors of the Payee or to any legal process against the Payee. This Contract has no cash surrender value.

The Owner assumes all responsibility for claims against Us arising out of any Annuity Payments paid as directed by the Owner.

Annuity Payments may not be commuted, advanced or accelerated unless specifically stated in this Contract.

**Payment Amount** - Annuity Payment amounts may be based on the following:

- 1. 2000 Annuity Mortality Table;
- 2. Mortality improvements;
- 3. Payment Option chosen;
- 4. Interest rates at issue;
- 5. Payment Frequency chosen;
- 6. Age of the Annuitant and/or Joint Annuitant; and
- 7. Gender of the Annuitant and/or Joint Annuitant.

The Payment Amount may be reduced by any state or federal income tax that we are required to withhold.

### OWNER, BENEFICIARY AND PAYEE PROVISION

Owner's Rights - The Owner may exercise all rights and privileges stated in this Contract, subject to any irrevocable Beneficiary or assignment. Any Joint Owner has the same ownership rights as the Owner. Any request to exercise ownership rights must be signed by all Owners.

**Death of Owner** - If an Owner other than the Annuitant dies while the Annuitant is living, all rights of the Owner under the Contract will belong to:

- 1. the Joint Owner, if living; if not,
- 2. the Beneficiary, if living; if not,
- 3. the Owner's executors or administrators, unless otherwise provided.

The interest of any Beneficiary, other than an irrevocable Beneficiary, who dies before the Annuitant, will belong to the Owner, unless otherwise provided. The interest of any Beneficiary, other than an irrevocable Beneficiary, will be subject to any assignment.

**Beneficiary** - The Beneficiary is the individual or entity to receive death proceeds when the Annuitant dies. Unless otherwise provided, death proceeds will be paid:

- 1. equally to any Beneficiaries surviving the Annuitant; or, if none survive,
- 2. equally to any contingent Beneficiaries surviving the Annuitant; or, if none survive,
- 3. to the Owner or the estate of the Owner.

### Change of Owner, Beneficiary or Payee -

You may change the Owner, Beneficiary, or Payee by providing written notice of the change to Us at Our Service Center. Any change is subject to the rights of any irrevocable Beneficiary(ies) and assignee(s).

Unless otherwise specified by You, any change will be effective as of the date You signed the request, subject to any payments made or action taken by Us prior to receipt of notice. Naming a new Owner, Beneficiary or Payee will revoke any previously named Owner, Beneficiary or Payee.

Any change of Owner, Beneficiary, or Payee is subject to Our underwriting rules then in effect. We may require submission of this Contract before We make any change.

We are not liable for any Annuity Payment made or action taken prior to our written acknowledgement of the ownership or Beneficiary change. An ownership change will not change the Beneficiary, Payee, or Payment Option.

**Death of Payee** - If the Payee dies and the Payment Amount continues to be payable, You will need to designate a new Payee.

**Athene Annuity & Life Assurance Company** 

Service Center: [P.O. Box 725449, Atlanta, GA 31139]



# (ATHENE Single Premium Immediate Annuity Individual Annuity Application)

### ATHENE ANNUITY & LIFE ASSURANCE COMPANY

Service Center: [PO Box 725449 Atlanta, GA 31139] Overnight Delivery: [6425 Powers Ferry Road, Suite 300, Atlanta, GA 30339]

1. ANNUITANT (If for an IR.	A, Annuitant must be same a	s Owner.)						
						☐ Male	☐ Single ☐ Married	
Name (First, Middle, Last)						п теппате	□ Married	
Address (Street Number, Cid	ity, State, Zip) (No PO Box)				 Bir	thdate* <i>(mn</i>	n/dd/yyyy)	
SSN	Ho	ome / Mobil	e Telep	ohone	Bu	siness Telep	hone	-
Email Address		US Citizen		□ Other				
*Include p	roof of birth date. Examples inc	lude a copy o	of a driv	er's license, p	assp	ort or military	∕ ID.	
2. JOINT ANNUITANT (Nor	n-Qualified Contracts only. C	Complete on	ly if ind	come desired	d is t	to be based	on two Annu	itants.)
						<ul><li>□ Male</li><li>□ Female</li></ul>	<ul><li>☐ Single</li><li>☐ Married</li></ul>	
Name (First, Middle, Last)								
Address (Street Number, Cit	ty, State, Zip) (No PO Box)				 Bir	thdate* <i>(mn</i>	n/dd/yyyy)	
SSN	Ho	ome / Mobil	e Telep	ohone	Bu	siness Telep	hone	-
Email Address		US Citizen		☐ Other				
*Include p	roof of birth date. Examples incl	lude a copy o	of a driv	er's license, p	assp	ort or military	/ ID.	
3. OWNER (Complete only	if Owner is different from An	nuitant. If tr	ust ow	ned, please o	com			orm.)
Name (First, Middle, Last) o	r Trust / Entity Name					☐ Male	☐ Single ☐ Married	
Traine (First, Fridaic, Last, 6	ridsty Entity Name					- remaie	□ Mamea	
Address (Street Number, Cit	ity, State, Zip) (No PO Box)				 Bir	thdate <b>OR</b> T	rust Date <i>(mm</i>	 v/dd/yyyy,
SSN / TIN	Relationship to Annuit	ant Hom	ne / Mo	bile Telepho	– ne	Business T	elephone	
Email Address		US Citizen		□ Other				
4. JOINT OWNER (Not avai	lable with Qualified Plans.)							
						□ Male	□ Single	
Name (First, Middle, Last)						☐ Female	☐ Married	
Address (Street Number, Cit	ty, State, Zip) (No PO Box)				Bii	thdate <i>(mm</i> ,	/dd/yyyy)	
SSN / TIN	Relationship to Annuit	ant Hom	ne / Mo	bile Telepho	– ne	Business T	elephone	
Email Address		US Citizen		□ Other				
5. MAILING ADDRESS (Con	nplete if different than Owne	r's address a	above.)					
			,					
Address (Street Number or F	PO Box, City, State, Zip)							

SPIA-APPAR Page 1 of 4

<b>6a. PRIMARY BENEFICIARY</b> (Birthda section, if additional space is need			mm/dd/yyyy" format. Use S	pecial Instructions
Primary Beneficiary Name	Birthdate	SSN	Relationship to Owner	Percentage
Primary Beneficiary Name	Birthdate	SSN	Relationship to Owner	Percentage
Primary Beneficiary Name	Birthdate	SSN	Relationship to Owner	Percentage
<b>6b. CONTINGENT BENEFICIARY</b> (Bi Instructions section, if additional spa	•			Jse Special
Contingent Beneficiary Name	Birthdate	SSN	Relationship to Owner	Percentage
Contingent Beneficiary Name	Birthdate	SSN	Relationship to Owner	Percentage
7. SINGLE PREMIUM PAYMENT [(\$50				
\$Paid with Application			35 Exchange Amount	
t aid with Application				
\$Estimated Qualified Transfer / Rollover		\$ Estimated No	on-Qualified Asset Amount	
☐ Non-qualified ☐ Traditional IRA <b>Tax Year</b> :		Year:	☐ Pension / Profit Sharing ,	/ 401(k) / 401(a)
9. PAYMENT OPTION (Please Check  □ Specified Period only Guaranteed for Life with Specified Period Income for Life □ Income for Life with Cash Refund □ Income for Life with Installment Refor Joint Annuitants Only (Non-Qualife Income for Life Income for	for years (from 5- od Guaranteed for fund fied Contracts Only)			
10. PAYMENT INSTRUCTIONS  Payment Frequency (Please Check ☑ ☐ Monthly ☐ Quarterly ☐ Semi-  First Payment Instructions (Please Chec ☐ Make first payment one month afte	-Annually □ Annual ck ☑ One): r the Issue Date of the 0	Contract.		
<ul> <li>Make first and all subsequent paym</li> <li>You should allow at <u>least</u> 2 da deposit payment to arrive. Pay</li> <li>When this date falls on a week</li> </ul>	ays for processing when vment dates cannot be	n determining the c changed after the	calendar date that you want the issue date of the contrac	zt.

SPIA-APPAR Page 2 of 4

11. PAYEE DESIGNATION		
Name of Payee	_ SSN/TIN	Birthdate <i>(mm/dd/yyyy)</i> if applie
12. DIRECT DEPOSIT AUTHORIZATION FOR PAYEE ACC	COUNT	( <i>IIIII)</i>
Bank Account Information Please Check ☑ One: □ Checking Account □ Savings		r
Name of Financial Institution	-	
Full Name on Bank Account	Additional Name	e(s) on Bank Account
ABA Routing Number (9 digits)	Bank Account N	umber (4-17 digits)
AUTHORIZATION: I authorize Athene Annuity & Life Ass funds for all payments from this annuity contract to the acc deposited into my account, I also authorize Athene Annuity	count information a	bove. In the event that funds are inadvertently
This authorization will remain in effect until written notice Annuity in a timely manner so as to afford Athene Annuity termination notice include entries processed prior to receip	an opportunity to	
Please attach a voided a deposit slip for savings accou		
13. INCOME TAX WITHHOLDING		
Please Check ☑ One (If no election is made, Federal Inco	me Tax will be auto	omatically withheld.)
<ul><li>□ Withhold 10%</li><li>□ Withhold another amount: \$, or</li><li>□ Do not withhold Federal Income Tax</li></ul>	%	
State Income Tax will be withheld if Federal Income Tax is CA, DC, DE, GA, IA, KS, ME, MA, MI*, NC, OK, OR, VT,		live in one of the following states:
*Michigan Residents – State Income Tax will be winformation is received.	rithheld unless the I	MI W-4P form for tax withholding or opt out
<u>Notice</u> : Federal law requires withholding a minimum of elect not to have taxes withheld or specify a different with your distribution that is includable in your income subject at any time by contacting Athene Annuity in writing. Elect payment of federal and, if applicable, state Income Tax or	nholding amount. V to Federal Income ing not to withhold	Vithholding will only apply to that portion of Tax. You may revoke this withholding election at this time does not release the liability for
penalties if your withholding and tax payments are not ad-		, , , ,
<b>Note:</b> Athene Annuity is unable to render tax advice, and advisor regarding your financial situation.	I therefore, we sugg	gest that you consult your tax counsel or tax
<b>14. REPLACEMENT OF OTHER CONTRACTS</b> (Please refer Do you have any in force or pending life insurance or ann Will the proposed contract replace or change any existing If Yes, list Company and Policy Number being replaced in	uity contracts? annuity or life insu	□ Yes □ No
Company	Policy No	o. / Contract No.
If replacement is involved, list all sales material used in the	a sales presentation	for the annuity being applied for
<b>Description</b>	Form Nu	,

SPIA-APPAR Page 3 of 4

How much Annuity / Life	Insurance coverage do you	currently have in force with all co	ompanies?
Has any party to this appl	lication (Owner, Annuitant,	Beneficiary) entered or made plan neficial interest in the applied for c	s to enter into any agreement
If Yes, please explain:			
15. SPECIAL REQUESTS /	INSTRUCTIONS (Use add	itional blank sheet if needed.)	
	gly presents a false or fraudu	ulent claim for payment of a loss or	benefit or knowingly presents false nes and confinement in prison.
	l benefits of this purchase w	d tax status as well as my current he with me. In addition, I have received	ealth and liquidity needs, has d a product brochure for this Product
form are complete and tru	ue. I further understand that	best of my knowledge and belief, to a sales representative does not have disions of the application or contract	
Date:	City:	Stat	e:
Joint Annuitant: X			
Owner: <i>X</i>			
below by reviewing a gov	NTIFICATION VERIFICATION VERIFI	$oldsymbol{2}$ for each individual and documer	identity of the Owner(s) identified nts that confirm the legal entity status
Proposed Owner or Non	-Natural Owner Name*	ID / Document Name	ID Number
Proposed Joint Owner N	ame	ID / Document Name	ID Number
* Description of docume	nts (for Non-Natural Owner	r)	
19. SALES REPRESENTAT			
		at replacement of existing insurance (s) and submit with this application	
Name (Please print)		XSignature	Date
Agent Code	Telephone	Email Address	Commission Split %
Name (Please print)		Signature	Date
Agent Code	Telephone	Email Address	Commission Split %

SPIA-APPAR Page 4 of 4

State: Arkansas Filing Company: Athene Annuity & Life Assurance Company

**TOI/Sub-TOI:** A05I Individual Annuities - Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable

Product Name: Single Premium Immediate Annuity

Project Name/Number: /

## **Supporting Document Schedules**

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
READABILITY COMPLIA	ANCE CERTIFICATION.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	The application, form number SPIA-APPAR, is	s submitted in this filing and included under the Fo	rm Schedule tab.
		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
Statement of Variability -	non-compact.pdf		

### READABILITY COMPLIANCE CERTIFICATION

1. Insurer: Athene Annuity & Life Assurance Company

2000 Wade Hampton Blvd.

Greenville, South Carolina 29615-1064

2. Certification: I hereby certify that the forms listed below produce Flesch reading ease

scores which meet the minimum score required in your state.

In addition, I certify that the forms, except for schedules and tables, are printed in 10 point type, one point leaded. The words and terminology exempted are: (a) all words and terms defined in the forms, (b) all captions and subcaptions, (c) all tables and schedules, and (d) all medical terms. All exempted items are permitted in your state.

### READABILITY SCORE

Name of Form	Form Number	Flesch <u>Score</u>
Single Premium Immediate Annuity	SPIA-C	59.8
Application	SPIA-APP	52.2

Jennfor F. Brett

9/14/2012

Date Jennfer Bre

Compliance Analyst II Policy Forms/Compliance

## Athene Annuity & Life Assurance Company

# Statement of Variability September 17, 2012

### Contract SPIA-C

Page No.	Bracketed Item	Explanation of Variable Material
1 – Cover	Company address and phone number	Service Center address may change in the future.
1 – Cover	Company officers' names and signatures	Company officers may change due to death, retirement, different positions, etc.
Back Cover	Service Center address	Service Center address may change in the future.

## Schedule Pages

Page No.	Bracketed Item	Explanation of Variable Material
Page 3	Owner's name, Joint Owner's name, Annuitant's name, Annuitant's age and gender, Joint Annuitant's name, Joint Annuitant's age and gender, Contract Number, Contract Date, Single Premium Payment	This is John Doe information and will be based on the actual applicant information.
Page 3	Plan Type	Plan type will be either Non-Qualified or Qualified, IRA, SEP or Roth IRA.
Page 3	Payment Options	The Payment Option will be one of the following:  Specified Period Income for Life

		Income for Life with Specified Period Income for Life with Cash Refund Income for Life with Installment Refund Joint and Survivor Income for Life Joint and Reduced Survivor Income for Life (death of one Annuitant or Specified Annuitant)
Star Nun Pay Pay	yment Amount, Payment art Date, Payment Frequency, mber of Guaranteed yments, Reduced Annuity yment Amount, Specified nuitant	Various data fields based on the Payment Option chosen on the application. The data could change and/or whether a field appears on the schedule.
Pay	yment Option description	One of the following descriptive fields will display, as it corresponds to the applicant's chosen Payment Option:  [Specified Period]  Annuity Payments will be made to the Payee beginning on the Payment Start Date and will continue as long as the Annuitant and Joint Annuitant, if named, is/are alive, until the Number of Guaranteed Payments has been made. If the Annuitant and Joint Annuitant, if named, die, before the Number of Guaranteed Payments has been made, we will pay the remaining Number of Guaranteed Payments to the Beneficiary. We may require proof of an Annuitant's continued survival, but not more than once in any twelve month period.  [Income for Life]  Annuity Payments will be made to the Payee beginning on the Payment Start Date and will continue as long as the Annuitant lives. Upon the death of the Annuitant, no further payments will be made.  We may require proof of an Annuitant's continued survival, but not more than once in any twelve month period.

[Income for Life with Specified Period]

Annuity Payments will be made to the Payee beginning on the Payment Start Date and will continue as long as the Annuitant lives. If the Annuitant dies before the Number of Guaranteed Payments has been made, we will pay the remaining Number of Guaranteed Payments to the Beneficiary.

We may require proof of an Annuitant's continued survival, but not more than once in any twelve month period.

### [Income for Life with Cash Refund]

Annuity Payments will be made to the Payee beginning on the Payment Start Date and will continue as long as the Annuitant lives. If the Annuitant dies and the total of all Annuity Payments made since the Payment Start Date is less than the Single Premium Payment, We will pay the remaining amount of the Single Premium Payment to the Beneficiary in a lump sum.

We may require proof of an Annuitant's continued survival, but not more than once in any twelve month period.

### [Income for Life with Installment Refund]

Annuity Payments will be made to the Payee beginning on the Payment Start Date and will continue as long as the Annuitant lives. If the Annuitant dies and the total of all Annuity Payments made since the Payment Start Date is less than the Single Premium Payment, We will continue to make Annuity Payments to the Beneficiary until the total of all payments made since the Payment Start Date equals the Single Premium Payment.

We may require proof of an Annuitant's continued survival, but not more than once in any twelve month period.

### [Joint and Survivor Income for Life]

Annuity Payments will be made to the Payee beginning on the Payment Start Date and will continue as long as either Annuitant is alive. Upon the death of either of the Annuitants, We will continue to make Annuity Payments as long as the surviving Annuitant lives. Upon the death of the surviving Annuitant, no further payments will be made.

		We may require proof of an Annuitant's continued survival, but not more than once in any twelve month period.  [Joint and Reduced Survivor Income for Life – <i>upon death of one of the Annuitants</i> ]  Annuity Payments will be made to the Payee beginning on the Payment Start Date and will continue as long as both Annuitants live. Upon the death of one of the Annuitants, We will continue to make Annuity Payments to the Payee at the Reduced Annuity Payment Amount as long as the surviving Annuitant lives. Upon the death of the surviving Annuitant, no further payments will be made.  [Joint and Reduced Survivor Income for Life – <i>upon death of the Specified Annuitant</i> ] Annuity Payments will be made to the Payee beginning on the Payment Start Date and will continue as long as both Annuitants live. Upon the death of the Specified Annuitant, We will continue to make payments to the Payee at the Reduced Income Payment Amount as long as the surviving Annuitant lives. Upon the death of the Annuitant that is not the Specified Annuitant, no further payments will be made.
		We may require proof of an Annuitant's continued survival, but not more than once in any twelve month period.
Page 3	Jurisdiction of Issue and Insurance Department Telephone	The state of issue is a variable item as well as the corresponding toll-free number for that state insurance department at the time the contract is issued.
Page 3	Endorsements	Previously-approved tax endorsements may appear in this field, depending on the plan type, Other optional endorsements, if offered, approved, and applicable, may appear here.
Page 3	Service Center address and phone number	Service Center address and/or phone number may change in the future.

## Application SPIA-APP

Page No.	Bracketed Item	Explanation of Variable Material
Page 1	[ATHENE Single Premium Immediate Annuity]	This the company's marketing name, and it may change.
Page 1	Addresses	Service Center address may change in the future.
Page 2	SINGLE PREMIUM PAYMENT	Variable to allow a change to the minimum and maximum amounts.
Page 2	PAYMENT OPTION	Currently, these options are offered; however, this plan could also add <i>Joint and Reduced Survivor Income for Life (death of Specified Annuitant)</i> as a Payment Option.
Page 2	PAYMENT INSTRUCTIONS	Variable to allow a change in payment frequency and/or the text of the instructions.
Page 3	DIRECT DEPOSIT AUTHORIZATION FOR PAYEE ACCOUNT	Variable to allow a change in authorization requirements, as they may change per banking and financial requirements.
Page 3	INCOME TAX WITHHOLDING	Variable to allow a change in tax information, as they may change per tax law and tax requirements.